



P.O. Box 969
Nokomis, FL 34274
Telephone: (941) 484-9721
Fax: (941) 484-9593
Email:kimalar@kimallumber.com

**BUSINESS CREDIT ACCOUNT APPLICATION & AGREEMENT
COVER PAGE**

Thank you for your interest in establishing a business credit account with Kimal Lumber Company.

We are glad to be able to offer you the opportunity to open an account where you can accrue monthly purchases and pay for them with one check on or before the 10th of the month following purchases. This is not a revolving account. We are not a lending institution and want to provide only convenience credit.

Your credit application will take three (3) business days to process. We will check your references and your bank. After all the information is gathered, it will then be forwarded to the credit committee for review. We are members of the Building Supply Credit Association, Inc. and the Sarasota Credit Bureaus. We will report all delinquencies.

The following application disclosures are required by law or regulation and are provided for your information and use:

If your loan application is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Kimal Lumber Company, P.O. Box 969, Nokomis, FL 34274, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for a statement.

Under the Fair Credit Reporting Act, you are entitled to receive a free copy of your credit report from the agency that provided us with the credit information about you, provided you make a written request of the credit reporting agency within 60 days of your receipt of this notice. You may also dispute with the credit reporting agency the accuracy or completeness of any information contained in your consumer report furnished by that agency.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the ability to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the: Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut St, Box #11, Kansas City, MO 64106, (800) 378-9581.

Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your account to any Consumer Reporting Agency. Such notices should be sent in writing and include your complete name, current address, Social Security Number, telephone number, account number, type of account, specific item of dispute and the reason why you believe the information was reported in error. Send your notice to: Kimal Lumber Company, P.O. Box 969, Nokomis, FL 34274.

The USA Patriot Act has paved the way for financial institutions to help prevent fraud, identity theft, and the spread of terrorism. It requires financial institutions to obtain more information from an individual or legal entity to help establish identity. Your cooperation is needed when you open a new account. You may be asked more questions to establish and confirm your identity. It may also be required for you to provide one or more of the following types of identification: Driver's License, Passport & Country of Issuance, U.S. Taxpayer Identification (ID) Number, Alien ID card, and any other government issued document evidencing nationality or residence.

This institution is an equal opportunity provider and employer.

We look forward to servicing your future needs. If you have any questions, please call (941) 484-9721.

Kimal Lumber Company



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BUSINESS CREDIT ACCOUNT APPLICATION & AGREEMENT

APPLICANT NAME:		TAX ID #:	
FICTITIOUS NAME (IF ANY):		NUMBER OF YEARS IN BUSINESS:	
TYPE OF BUSINESS ORGANIZATION: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		BUSINESS PHONE:	
APPLICANT ADDRESS: Street _____ City/State _____ Zip _____		BUSINESS FAX:	
BUSINESS EMAIL:		NUMBER OF EMPLOYEES:	
FIRST OWNERS' NAME:		FIRST OWNER'S TELEPHONE:	
FIRST OWNERS' ADDRESS: Street _____ City/State _____ Zip _____		FIRST OWNER'S DRIVER'S LICENSE #:	
FIRST OWNER'S EMAIL:	TIME AT THIS ADDRESS: Years: _____ Months: _____	FIRST OWNER'S SOCIAL SECURITY #:	
SECOND OWNERS' NAME:		SECOND OWNER'S TELEPHONE:	
SECOND OWNERS' ADDRESS: Street _____ City/State _____ Zip _____		SECOND OWNER'S DRIVER'S LICENSE #:	
SECOND OWNER'S EMAIL:	TIME AT THIS ADDRESS: Years: _____ Months: _____	SECOND OWNER'S SOCIAL SECURITY #:	
Have the Applicant or any Owner Ever Filed for Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		DESCRIBE THE APPLICANT: <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Remodeler <input type="checkbox"/> Building Own Home <input type="checkbox"/> Extensively Remodeling Own Home <input type="checkbox"/> Charitable Organization <input type="checkbox"/> Municipal Organization <input type="checkbox"/> Retail Customer <input type="checkbox"/> Other	
Is the Applicant or any Owner Presently a Defendant in a Lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there any Unpaid Judgments Against the Applicant or any Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No			
ESTIMATED PURCHASE VOLUME: \$ _____ /Month \$ _____ /Year			
TRADE REFERENCES			
Name	Relationship	Address / Telephone	Account #
1.			
2.			
3.			
BANK REFERENCES			
Name	Type of Account	Address / Telephone	Account #
1.			
2.			
3.			
AUTHORIZED PURCHASERS			
PRINT NAME:		SIGNATURE:	
1.			
2.			
3.			
PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Single Account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Multi-Jobs? <input type="checkbox"/> Yes <input type="checkbox"/> No	
List any billing requirements the Applicant may have here:			

COMPLETE THIS SECTION ONLY IF YOU ARE A HOMEOWNER PURCHASING SUPPLIES FOR YOUR OWN HOME:

Property Address:

Street _____ City/State _____ Zip _____

Name(s) and Mailing Address of any other Owners of Record:

Street _____ City/State _____ Zip _____

Legal Description for the Property which you are building/remodeling:

Mortgage Lender:

Amount of Loan \$ _____

Loan #: _____

The undersigned hereby declares that he/she has read and agree to be bound by the foregoing Cover Page, this Application, and the Terms and Conditions of Sale attached hereto; that the statements made by the Applicant herein are complete and true to his/her knowledge, that all financial and credit information provided is of value to Kimal Lumber Company in its consideration of this credit application. In the event that the ownership or business structure of the Applicant changes, Applicant shall send Kimal Lumber Company notice of the change in ownership by certified mail within five (5) business days of the change. The undersigned acknowledges that the Applicant has the ability to pay for the purchases made using any business credit account established pursuant to this application and that said payment will not pose an undue financial burden for the Applicant.

The credit information has been given and the statements have been made as an inducement to Kimal Lumber Company to extend credit to the Applicant. The Applicant authorizes Kimal Lumber Company, or its agent, to verify the information contained herein and to make such additional inquiries as reasonably may be related to or associated with this application from credit bureaus, as well as the trade and bank references listed on this Application.

BY SUBMITTING THIS APPLICATION APPLICANT AGREES THAT ALL PURCHASES WILL BE GOVERNED BY KIMAL LUMBER COMPANY'S TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME OF SALE. A copy of the now current Terms and Conditions of Sale is attached hereto and incorporated herein by reference. It is agreed that all purchases of products and/or services from Kimal Lumber Company and its affiliates, subsidiaries, trade name entitles, and business units shall be conditioned on and made pursuant to said Terms and Conditions of Sale, which are subject to change from time to time, and are available at www.kimallumber.com/terms and also upon request.

Applicant hereby agrees (1) to pay all charges incurred during a calendar month on or before the 10th day of the following calendar month; (2) to pay a late fee of five percent (5%) of the amount due or \$200, whichever is less, in the event that payment is not made by the 15th day of month following the purchases; (3) that credit privileges will be suspended when not paid in full by the 15th day of the month and will be considered past due; (4) that past due accounts are subject to a finance charge of 1½% per month (18% per annum) on the past due balance; and (5) Kimal Lumber Company reserves the right to send out "Notices to Owner" and file liens on delinquent accounts. In the event that Kimal Lumber Company brings legal action to collect an amount owed by Applicant, Kimal Lumber Company shall be entitled to recover all attorneys' fees, costs, and expenses incurred by Kimal Lumber Company in connection with said legal action. The exclusive venue for any legal action arising out of the business relationship between Kimal Lumber Company and Applicant shall be in the court of appropriate jurisdiction located in Sarasota County, Florida. **KIMAL LUMBER COMPANY AND APPLICANT MUTUALLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDINGS PENDING BETWEEN THEM.**

WE HAVE THE CAPABILITY OF SENDING MONTHLY STATEMENTS VIA E-MAIL. PLEASE CONTACT US IF YOU WANT TO USE THIS FEATURE.

A CURRENT FINANCIAL STATEMENT FROM THE APPLICANT MUST BE ATTACHED HERETO IN ORDER FOR THE APPLICATION TO BE CONSIDERED.

APPLICANT NAME:**DATE:**

By: _____

Print Name:

As its:

PERSONAL GUARANTY OF PAYMENT

In consideration of Kimal Lumber Company extending credit to the Applicant, the undersigned personally (and if more than one, jointly and severally), unconditionally and irrevocably guarantees to Kimal Lumber Company, the full and prompt payment when due, whether by agreement, acceleration, default, demand or otherwise, of all indebtedness of Applicant to Kimal Lumber Company, including but not limited to Applicant's obligations in conjunction with invoices, bills of lading, or goods sold on credit. This is a continuing and unlimited guaranty and Kimal Lumber Company is not required to proceed against Applicant or to enforce any other remedy before proceeding against the undersigned. The obligation of the undersigned shall be unaffected by any change in the terms, release or compromise of the indebtedness of the Applicant or undersigned to Kimal Lumber Company. It is understood that this guarantee shall benefit Kimal Lumber Company's successors and that it shall bind the undersigned's executors, beneficiaries, representatives, or successors. The undersigned waives all notices and demands of any kind. All debts or obligations of the Applicant which are owed or may be owed to the undersigned in the future are subordinate to this guarantee and to the obligations and the indebtedness of the Applicant to Kimal Lumber Company. The undersigned authorize Kimal Lumber Company to obtain a credit report and agree to the release of personal credit information to Kimal Lumber Company now and in the future.

OWNER NAME:**DATE:**_____
Print Name:_____
Print Name:**OFFICE USE ONLY**

Account # _____ Sales Person _____ BS Cr _____

Approved by _____ Date _____

KIMAL LUMBER COMPANY'S TERMS AND CONDITIONS OF SALE

(Revised 9-2016)

1. **ACCEPTANCE:** Acceptance of any order is subject to credit approval by Kimal Lumber Company ("Seller"), acceptance of the order by Seller and, when applicable, Seller's Vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Applicant). If Seller, in its sole discretion, determines that Applicant's credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Applicant, to demand adequate assurance of due performance from Applicant and/or terminate this agreement with no liability to Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, APPLICANT CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS (i.e. GOODS, MATERIALS AND/OR SERVICES PROVIDED TO APPLICANT BY SELLER) BY APPLICANT FROM SELLER. AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) WILL CHANGE THESE TERMS & CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS & CONDITIONS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN APPLICANT AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOW-DOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM APPLICANT TO SELLER UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
2. **PRICES AND TAXES:** Applicant agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Applicant submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order goods may be subject to change before shipment. Seller shall notify Applicant of any change, and Applicant may at its discretion cancel the special-order goods if the revised prices are unacceptable, without charge other than applicable vendor related charges.
3. **PAYMENT:** Payment terms are 10 days net from the invoice date or upon such other terms approved by Seller in writing. Retainage shall not apply, and Applicant shall not hold back any retainage from Seller, even if retainage is part of any contract between Applicant and any other party. Payments are not contingent on Applicant's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase Applicant expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Applicant's financial condition requires full or partial payment prior to manufacturer shipment. If Applicant fails to make any payment when due, Seller reserves the right to suspend performance. Seller may apply payments to any outstanding invoices unless Applicant provides specific payment direction.
4. **TITLE AND RISK OF LOSS OR DAMAGE:** F.O.B. point of shipment. Title to all goods sold passes upon said goods leaving Seller's business location or Seller's manufacturer's business location if goods are direct ship. All risk of loss or damage in shipment shall be on Applicant. In the event that Seller is delivering to a jobsite at the direction of Applicant and no representative of Applicant is available to take possession of the goods delivered, Seller is authorized to leave said goods on the jobsite and shall have no responsibility for subsequent loss or damage.
5. **QUOTATIONS:** All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Applicant uses a quotation to submit a job or project bid to any other party
6. **ASSIGNMENT:** An order shall not be assigned by either party without the express written consent of the other. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.
7. **RETURN OF PRODUCTS AND ORDER CANCELLATION:** Seller shall accept returns of normal stock goods for a period of thirty (30) days following shipment for exchange or refund of the purchase price, provided, that goods must be in their original cartons, unopened, and unused and are subject to appropriate restocking/cancellation fees equal to the greater of (1) the cost incurred by Seller from its vendor as a result of the cancellation, or (2) 25% of the purchase price. Any goods, stock or direct, ordered by Seller as buyer-specific and/or non-returnable to Seller's vendor are subject to a restocking/cancellation fee of 100% of the cost of the goods.
8. **TERMINATION:** Either party may terminate in whole or any part of the other party's performance under a purchase order if there is a material breach of these Business Credit Agreement or these Terms & Conditions. In the event of Seller's breach, the Applicant must provide the Seller with written notice of the nature of the breach and the Applicant's intention to terminate for default. In the event the Seller does not cure such failure within ten (10) days of such notice. Thereafter, the Applicant may, by written notice, terminate the order, provided, that the Seller shall continue its performance to the extent not terminated. No such notice is required from Seller to Applicant in the event of Applicant's breach.
9. **INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY:** Seller does not guarantee that the goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Applicant is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Applicant's sole responsibility to assure that Seller's goods will be accepted on any specific job. When Seller offers substitute goods on any proposal, Applicant is solely responsible for confirming their acceptability. BEFORE APPLICANT USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS APPLICANT'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH 'SAFETY-RELATED' APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. SELLER AND APPLICANT MUTUALLY WAIVE ALL CLAIMS AGAINST THE OTHER FOR CONSEQUENTIAL DAMAGES.
10. **DELIVERY:** Factory shipping dates given in advance of actual shipment are approximate and are not guaranteed.
11. **EXCUSABLE DELAYS:** Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Applicant, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
12. **CLAIMS:** Claims for any nonconforming goods must be made by Applicant, in writing, within ten (10) days of Applicant's receipt of such goods and must state with particularity all material facts concerning the claim then known to Applicant. Failure by Applicant to give notice within such ten (10) day period shall constitute an unqualified acceptance of such goods by Applicant, and a waiver of any right to reject or revoke acceptance of such goods.
13. **WARRANTIES:** (a) SELLER'S WARRANTIES: Seller warrants that all goods sold are new and, upon payment in full by Applicant, free and clear of any security interests or liens. Applicant's exclusive remedy for breach of such warranties shall be replacement with a new product or termination of any security interests or liens. Seller is a retailer/distributor and not a manufacturer and makes no independent warranties other than those set forth herein; (b) VENDOR'S WARRANTIES: Seller shall also assign to Applicant any vendor warranties and/or remedies provided to Seller by its vendor; (c) INTELLECTUAL PROPERTY INFRINGEMENT: SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY GOODS SOLD HEREUNDER REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH GOODS; (d) LIMITATIONS: THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL EXPRESS, IMPLIED OR BY STATUTE, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.
14. **LIMITATIONS OF LIABILITY:** UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO APPLICANT, APPLICANT'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY GOODS SUPPLIED HEREUNDER OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED. AND WHICH IS NOT REQUIRED PURSUANT TO THESE TERMS & CONDITIONS, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.
15. **EXPORTS:** If Goods are sold for export Seller's standard terms & condition for export sales apply. Acceptance of export orders is not valid unless confirmed in writing by Seller. Applicant, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any goods purchased from Seller.
16. **GOVERNING LAW:** These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of Florida without giving effect to its conflict of law rules.